

**Certificate of Notice Page 1 of 4**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Xavier Rodriguez  
 Debtor

Case No. 17-16957-ref  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-4

User: Keith  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 1

Date Rcvd: Nov 06, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 08, 2018.

db +Xavier Rodriguez, 502 Ostrum Street, Fountain Hill, PA 18015-1116

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*  
 cr THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YO

TOTALS: 1, \* 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Nov 08, 2018

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 6, 2018 at the address(es) listed below:

CHARLES LAPUTKA on behalf of Debtor Xavier Rodriguez claputka@laputkalaw.com,  
 jen@laputkalaw.com;mary@laputkalaw.com;bkeil@laputkalaw.com  
 KEVIN S. FRANKEL on behalf of Creditor Bayview Loan Servicing, LLC as servicer for The Bank  
 of New York Mellon f/k/a The Bank of New York, as Trustee (CWALT 2005-46CB) pa-bk@logs.com  
 REBECCA ANN SOLARZ on behalf of Creditor Toyota Motor Credit Corporation  
 bkgroup@kmlawgroup.com  
 REBECCA ANN SOLARZ on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,  
 AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-46CB MORTGAGE  
 PASS-THROUGH CERTIFICATES, SERIES 2005-46CB bkgroup@kmlawgroup.com  
 REBECCA ANN SOLARZ on behalf of Creditor Bayview Loan Servicing, LLC as servicer for The Bank  
 of New York Mellon f/k/a The Bank of New York, as Trustee (CWALT 2005-46CB)  
 bkgroup@kmlawgroup.com  
 REBECCA ANN SOLARZ on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,  
 AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALTS, INC. ALTERNATIVE LOAN TRUST 2005-46CB MORTGAGE  
 PASS-THROUGH CERTIFICATES, SERIES 2005-46CB bkgroup@kmlawgroup.com  
 ROLANDO RAMOS-CARDONA on behalf of Trustee FREDERICK L. REIGLE  
 RRamos-Cardona@fredreiglechl3.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM MILLER\*R ecfemail@FredReigleChl3.com, ECF\_FRPA@Trusteeel3.com

TOTAL: 9

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Xavier Rodriguez

Debtor

Bayview Loan Servicing, LLC as servicer for  
THE BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK, AS TRUSTEE  
FOR THE CERTIFICATEHOLDERS OF  
CWALT, INC., ALTERNATIVE LOAN TRUST  
2005-46CB, MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2005-46CB

Movant

vs.

Xavier Rodriguez

Debtor

William Miller Esq.

Trustee

CHAPTER 13

NO. 17-16957 REF

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$10,218.29**, which breaks down as follows;

Post-Petition Payments:	November 2017 to August 2018 at \$805.58/month
	September 2018 to October 2018 at \$823.10/month
Suspense Balance;	\$514.71
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$10,218.29</b>

2. The Debtor shall cure said arrearages in the following manner;

a). Beginning on November 1, 2018 and continuing through April 1, 2019, until the arrearages are cured, Debtor shall pay the present regular monthly payment of **\$823.10** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$1,703.05 from November 2018 to March 2019 and \$1,703.04 for April 2019** towards the arrearages on or before the last day of each month at the address below;

Bayview Loan Servicing, LLC  
Attn: Cashiering Department  
4425 Ponce De Leon Blvd., 5<sup>th</sup> Floor  
Coral Gables, FL 33146

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

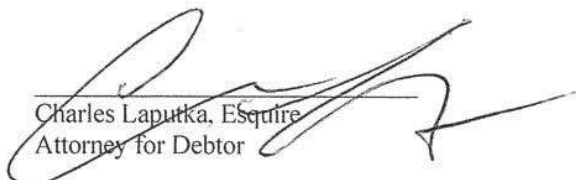
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 3, 2018

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date:

10/30/18

  
Charles Laputka, Esquire  
Attorney for Debtor

Date: 10/31/2018

/s/ Polly A. Langdon, Esquire for  
William C. Miller, Esquire  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_ day of \_\_\_\_\_, 2018. However, the court  
retains discretion regarding entry of any further order.

**Date: November 5, 2018**



\_\_\_\_\_  
Bankruptcy Judge  
Richard E. Fehling